

CONTRACT BETWEEN THE AXTELL INDEPENDENT SCHOOL
DISTRICT AND THE WACO CENTER FOR YOUTH FOR THE
PROVISION OF EDUCATIONAL SERVICES

This contract is entered into and effective this day of July, 2006 between the Axtell Independent School District and the Waco Center for Youth. The purpose of this contract is to delineate services by both agencies to insure that a free, appropriate public education is provided to the students living at the Waco Center for Youth.

- I. The Axtell Independent School District has authority in contracting with the Waco Center for Youth under State Board of Education Rules.
- II. Under provisions of this contract, the Axtell Independent School District agrees to:
 1. Provide a comprehensive special education program and related services to all eligible handicapped students placed at the Waco Center for Youth.
 2. Provide all educational materials, textbooks, and instructional equipment necessary to carry out the instructional program.
 3. Follow all rules and regulations of the Texas Education Agency in carrying out the special education program.
 4. Complete all required personnel and student (client) accounting reports (PEIMS).
 5. Complete all required federal and state reports as they relate to the educational program.
 6. Employ appropriately certified personnel meeting approved standards as outlined by the Texas Education Agency.

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- III. Under provisions of this contract, the Waco Center for Youth agrees to:
1. Furnish classrooms and administration areas with utilities to carry out the special education program.
 2. Furnish and maintain co-curricular and extra curricular areas.
 3. Provide psychiatric/psychological assessments and treatment services as identified on the student's interdisciplinary treatment plan.
 4. Provide transportation necessary to carry out the special education program.
 5. Provide preservice and refresher staff training as requested by the Axtell Independent School District.
 6. Provide adequate mental health worker staffing levels to support the special education program.
- IV. Proper consent shall be obtained to share client information between the Waco Center for Youth and the Axtell Independent School District pursuant to this contract. Joint program personnel agree to treat all client information as confidential and agree not to disclose information except as permitted by state law and federal regulations governing confidentiality of client information.

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- VI. This contract is effective July , 2006 and is binding on all parties. The Axtell Independent School District gives the Waco Center for Youth one full academic year's notification of the intent to cancel this contract.

APPROVED:

Axtell Independent School District

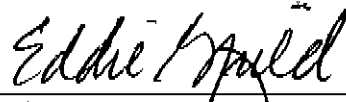


Stanley Harris, Superintendent

Date 7/20/06

APPROVED:

Waco Center for Youth



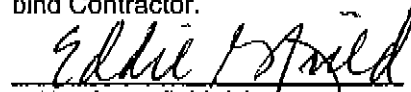
Eddie Greenfield, Director

Date 7-10-06

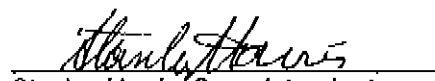
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- I. This contract is entered into by and between the Axtell Independent School District and the Waco Center for Youth hereinafter referred to as "Contractor".
- II. Beginning July , 2006, Contractor, as an independent contractor and not as an employee or agent of Axtell Independent School District shall provide to Axtell Independent School District, the following services:
 - Psychological/psychiatric services delivered by professional currently credentialed to perform these services for Waco Center for Youth residents.
 - Any required OT, PT or other orthopedic or medical related services for residents.
- III. These services will be furnished at no cost to the Axtell Independent School District.
- IV. This contract in all its particulars is subject to all state of Texas and Federal laws, rules and regulations pertaining to the legal and funding authority cited in the caption to this contract, including but not limited to Title VI of the Civil Rights Act 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas and all recourse by Axtell Independent School District or Contractor to judicial action arising out of this contract shall be only to the courts of the State of Texas, unless Axtell Independent School District can obtain redress only through the Federal Courts. There shall be no conflict of interest between Contractor and Axtell Independent School District.

AGREED and accepted by Contractor on the day of July, 2006, by a person authorized to bind Contractor.


Eddie Greenfield, Director
Waco Center for Youth

AGREED and accepted on behalf of Axtell Independent School District this day of July, 2006, by a person authorized to bind Axtell Independent School District.


Stanley Harris, Superintendent
Axtell Independent School District